

Exhibit 1

Agreement and Note for Repayment

The members and/or principles of AWD Farms, LLC agree to help fund the general business plan with humanitarian benefits of Niles Lipin and Marie (Mimi) Pierron. All of the monies/assets supplied towards the development and operation of the farm, nursery, ranch, and conservancy, or any other activities herein to be (the general activities conducted on sections 20 and 30, whose legal descriptions comprise this document's addendum) are to be paid back by either income from the AWD Farms projects or Niles Lipin and Mimi Pierron and/or AWD Ranch/Desert Plants Conservancy. These monies and/or assets are owed until paid back in full, without interest through July 31, 2007. Any monies or assets not fully paid back will begin to earn interest at the then prevailing determined month's prime rate as of August 1, 2007 and the first of each month thereafter computed then as simple annual interest.

Niles Lipin and Mimi Pierron agree to repay any shortfalls in the expenses of AWD Farms in general activities from any future monies received beyond their regular ordinary income if after three years at least 50% of AWD Farms expenses are not recovered. After three years, Niles Lipin also agrees to refinance his home and remove as much monies from its equity as possible for repayment to AWD Farms or its assignee. Niles Lipin agrees to allow space in his home to be used as offices for AWD Farms without charge.

The amount of total expense owed to AWD Farms shall include three years of gross operating costs. These monies shall remain the sole property of AWD Farms and shall not be considered profits when earned. Niles Lipin's and Mimi Pierron's obligations for repayment shall not include these three years of operating reserves and they shall have no rights to them as earned income.

Niles Lipin and Mimi Pierron shall each receive one-fourth of the net income of the general activities after all expenses and reserves are paid in full.

Niles Lipin agrees to work in various capacities within the development and general activities for an average of 20 hours per week as needed and until AWD Farms is paid in full, as per above.

Mimi Pierron agrees to work in various capacities within the development and general activities for an average of 30 hours per week as needed and until AWD Farms is paid in full as per above. She will regularly operate the offices within Niles Lipin's house.

Neither Niles Lipin or Mimi Pierron is considered an employee or independent contractor. Each is doing so as a co-investor towards future net profits. Should either fail in these obligations, each may lose proportional amounts of net future profits and/or may be liable for payments to AWD Farms, at its discretion, the cost of replacing their labors at a rate not less than \$40 per hour plus the cost of offices if Niles's house is unavailable for such.


Niles Lipin has agreed to contribute farm and ranch equipment equaling about \$140,000 including interest and paid over 5 years. Both Niles Lipin and Mimi Pierron are contributing, as needed, over \$100,000 in supplies (about \$50,000 each) from consumer credit they have with Home Depot and Lowes. These monies and supplies do not reduce the amounts owed to AWD Farms.

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All monies and/or assets paid to AWD Farms or to its assignee remain the property of AWD Farms and/or its assignee. AWD Farms has the right to allocate any funds or assets to other business entities at its discretion. Niles Lipin and Mimi Pierron may have little or no interest or rights within these business interests and it is even likely they will have none whatsoever. The payments into these other businesses shall not bestow any rights to profit, membership, or any other legal position in relationship to them. Any payments of income from other businesses or assets to Niles Lipin or Mimi Pierron shall have no effect and create no other rights within this agreement.

All expenses and costs for all development and general activities until repaid in full shall be the sole deduction of AWD Farms for any and all tax purposes. Niles Lipin and Mimi Pierron agree to not use any such deductions, provided it is legal to do so, on any of their tax returns until such time as they are earning net income from the general activity profits.

Niles Lipin and Mimi Pierron for AWD Ranch and Desert Plants Conservancy, respectively, each agree to not encumber their parcels of sections 20 and 30 with any liens and to keep the titles free to be loaned against. Each agrees to allow these parcels to be loaned against as needed at AWD Farms' discretion for the purpose of raising necessary loans in the operation of all general activities. These loans may include the refinancing of one or both of the parcels of each section. At no time may AWD Ranch or Desert Plants Conservancy create a legal impediment to AWD Farms' lease nor create a legal liability for AWD Farms.

 9/2/02
Niles Lipin, Member Date
AWD Ranch, LLC

Lorraine Kesselring 9-20-02
Lorraine Kesselring, Member Date
AWD Farms, LLC

Marie (Mimi) Pierron 9-20-02
Marie (Mimi) Pierron, Member Date
Desert Plants Conservancy, LLC

Virginia Greenhalgh 9/2002
Virginia Greenhalgh, Member Date
AWD Farms, LLC

Kathy Claypatch 9/28/92
Kathy Claypatch, Member Date
AWD Farms, LLC

 9/20/02

Celeste Cockrell, Member
AWD Farms, LLC Date

Addendum to Agreement and Note for Repayment

AWD Ranch, LLC is described as:

The East half of the East half and the East half of the West half of the Northeast quarter and the East half of the West half of the Southeast quarter of Section 30, Township 8, Range 10 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

The North half of Section 20, Township 8 South, Range 10 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Desert Plants Conservancy, L.L.C is described as:

The East half of the West half and the West half of the West half of the Northeast quarter and the West half of the West half of the Southeast quarter of Section 30, Township 8, Range 10 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

The South half of Section 20, Township 8 South, Range 10 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona; EXCEPT that portion of the North half of the Southwest quarter of Section 20, Township 8 South, Range 10 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

COMMENCING at the West quarter corner of said Section 20;

Then North 89 degrees, 54 minutes, 00 seconds East, along said mid section line, a distance of 1074.60 feet;

Thence South 00 degrees, 55 minutes, 35 seconds West, a distance of 802.90 feet;

Thence South 88 degrees, 22 minutes, 45 seconds West, a distance of 1059.14 feet;

Thence North 00 degrees, 12 minutes, 01 seconds West, a distance of 830.88 feet to the POINT OF BEGINNING.